

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

Andrew N. Rosenberg (*pro hac vice* pending)
Alice Belisle Eaton (*pro hac vice* pending)
Christopher Hopkins (*pro hac vice* pending)
Sean A. Mitchell (*pro hac vice* pending)
1285 Avenue of the Americas
New York, New York 10019
Telephone: (212) 373-3000
Facsimile: (212) 757-3990
arosenberg@paulweiss.com
aeaton@paulweiss.com
chopkins@paulweiss.com
smitchell@paulweiss.com

*Proposed Co-Counsel to the Debtors and
Debtors in Possession*

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
Seth Van Aalten, Esq. (*pro hac vice* pending)
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com
svanaalten@coleschotz.com

*Proposed Co-Counsel to the Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

NEW RITE AID, LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 25-14861 (MBK)

(Joint Administration Requested)

**DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING
(A) REJECTION OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED
LEASES AND (B) ABANDONMENT OF ANY PERSONAL PROPERTY, EACH
EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (collectively, the "Debtors")
respectfully state the following in support of this motion:²

¹ The last four digits of Debtor New Rite Aid, LLC's tax identification number are 1843. A complete list of the Debtors in these chapter 11 cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://restructuring.ra.kroll.com/RiteAid2025>. The location of Debtor New Rite Aid, LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 200 Newberry Commons, Etters, Pennsylvania 17319.

² Capitalized terms used but not defined in this motion have the meanings ascribed to them in the First Day Declaration, defined below.

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”): (i) authorizing the Debtors to (a) reject certain executory contracts (each, a “Contract” and collectively, the “Contracts”) and unexpired leases for non-residential real property (each, a “Lease” and collectively, the “Leases”) identified on Schedule 1³ to the Order and (b) abandon certain equipment, fixtures, furniture, or other personal property that may be located at any premises and not otherwise transitioned to another location (collectively, the “Personal Property”), each effective as of the Petition Date (as defined below), and (ii) granting related relief.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.). The Debtors confirm their consent to the Court entering a final order in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a), 365(a), and 554(a) of title 11 of the United States Code (the “Bankruptcy Code”), rules 6003 and 6006 of the Federal Rules

³ The Debtors reserve the right to amend Schedule 1 to the Order by removing certain Contracts and Leases from such schedule prior to the hearing on this motion.

of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 9013-1 and 9013-5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “Local Rules”).

Background

5. On May 5, 2025 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrent with the filing of this motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

6. A detailed description of the Debtors and their businesses, including the facts and circumstances giving rise to the Debtors’ chapter 11 cases, is set forth in the *Declaration of Marc Liebman, Chief Transformation Officer of the Debtors, in Support of Debtors’ Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”), filed contemporaneously herewith.

Contracts and Leases to be Rejected

7. As set forth in the First Day Declaration, the Debtors filed these chapter 11 cases with the intent of commencing sales processes at their retail locations and monetizing and divesting any assets not sold therein. Before the Petition Date, the Debtors, with the assistance of their advisors, undertook a comprehensive review of their executory contracts and unexpired leases to identify contracts and leases that are no longer necessary for the Debtors’ business operations, will not be assumed and assigned as part of any sale process, and that are otherwise financially burdensome. Each of the Contracts and Leases identified on Schedule 1 to **Exhibit A** fall into one or more of these categories. Accordingly, the Debtors have determined that rejecting such Contracts and Leases is an appropriate exercise of their business judgment and in the best interest

of their estates, as rejection allows the Debtors to avoid potentially incurring further costs and expenses that would only undermine their efforts to minimize costs and maximize the value of their estates for the benefit of creditors. Accordingly, in an effort to reduce postpetition administrative costs and in the exercise of the Debtors' business judgment, the Debtors seek authority to reject the Contracts and Leases, in each case, effective as of the Petition Date.

8. The rejection of the Contracts and Leases is critical for the Debtors to efficiently divest and monetize assets and administer their estates during the pendency of these chapter 11 cases. As of the Petition Date, the Debtors have already vacated the initial closing stores related to the Leases sought to be rejected by this motion. Therefore, absent rejection, the Debtors would be obligated to pay rent under the Leases even though they will have ceased operations at, and will no longer be in possession of, such locations' premises. Moreover, in addition to their obligations to pay rent under the Leases, the Debtors may be obligated to pay certain real property taxes, utilities, insurance, and other related charges associated with the Leases. Accordingly, the Debtors have determined, as a sound exercise of business judgment, that the cost of the Leases exceed any marginal benefit that could potentially be achieved from the assignment of such Leases.

9. Moreover, the Debtors have identified certain contracts that are no longer relevant to their business operations. The Debtors have analyzed the terms of such contracts and determined that such Contracts do not provide any material benefit to their estates, and accordingly, should be rejected to cut off the potential incurrence of additional administrative costs or expenses associated with such Contracts during the pendency of these chapter 11 cases.

10. Accordingly, the Debtors have determined that it is in the best interests of their estates to reject the Leases and Contracts set forth on Schedule 1, effective as of the Petition Date.

Personal Property to Be Abandoned

11. Before the Debtors vacate any store premises, the Debtors will evaluate the remaining Personal Property located therein and determine whether (a) such Personal Property is of inconsequential value or (b) the cost of removing and storing such Personal Property for future use, marketing, or sale exceeds its value to the Debtors' estates.

12. The Debtors submit that any Personal Property remaining at any premises the Lease for which has been rejected as of the Petition Date (each a "Vacant Location") is either of inconsequential value to the Debtors' estates or that the costs to the Debtors of retrieving, marketing, and reselling the Personal Property will exceed the recoveries, if any, that the Debtors and their estates could reasonably obtain in exchange for such property. For the avoidance of doubt, the Debtors seek to abandon such Personal Property pursuant to section 554 of the Bankruptcy Code.

13. Accordingly, to reduce postpetition administrative costs, and in the exercise of the Debtors' sound business judgment, the Debtors believe that the abandonment of the Personal Property as of the Petition Date is appropriate and in the best interests of the Debtors, their estates, and their creditors.

Basis for Relief

I. Rejection of the Contracts and Leases is Justified by the Debtors' Sound Business Judgment.

14. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, "subject to the court's approval, may . . . reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). The decision to assume or reject executory contracts or unexpired leases is a matter within the "business judgment" of the debtor. *See NLRB v. Bildisco & Bildisco (In re Bildisco)*, 682 F.2d 72, 79 (3d Cir. 1982) *aff'd*, 465 U.S. 513 (1984) ("The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the 'business judgment' test." (citation

omitted)); *see also Glenstone Lodge, Inc. v. Buckhead Am. Corp. (In re Buckhead Am. Corp.)*, 180 B.R. 83, 88 (D. Del. 1995). Application of the business judgment standard requires a court to approve a debtor's business decision unless the decision is the product of bad faith, whim, or caprice. *See, e.g., In re HQ Glob. Holdings, Inc.*, 290 B.R. 507, 511–12 (Bankr. D. Del. 2003). Further, “[t]his provision allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed.” *Stewart Title Guar. Co. v. Old Republic Nat’l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (citation omitted).

15. The Debtors’ rejection of a contract or unexpired lease is appropriate where such rejection would benefit the estate. *See Sharon Steel Corp. v. Nat’l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 39–40 (3d Cir. 1989). Upon finding that a debtor has exercised its sound business judgment in determining that rejection of certain contracts or leases is in the best interests of its creditors and all parties in interest, a court should approve the rejection under section 365(a). *See, e.g., In re Fed. Mogul Glob., Inc.*, 293 B.R. 124, 126 (D. Del. 2003); *Westbury Real Estate Ventures, Inc. v. Bradlees, Inc. (In re Bradlees Stores, Inc.)*, 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996), *appeal dismissed*, 210 B.R. 506 (S.D.N.Y. 1997); *In re Summit Land Co.*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that absent extraordinary circumstances, court approval of a debtor’s decision to assume or reject an executory contract “should be granted as a matter of course”).

II. Rejection of the Contracts and Leases is in the Best Interest of the Debtors’ Estates.

16. After evaluation and analysis, the Debtors, with the assistance of their advisors, have determined that there is no net benefit that is likely to be realized from the Debtors’ efforts to retain and market the Contracts and Leases, and that there is little, if any, likelihood that the Debtors will be able to realize value from the Contracts or Leases. Therefore, the Contracts and

Leases are otherwise a burden to the Debtors' estates and cannot be efficiently administered by the Debtors' estates during the pendency of these chapter 11 cases.

17. The Debtors seek to reject the Contracts and Leases, pursuant to section 365(a) of the Bankruptcy Code, to avoid the incurrence of any additional unnecessary expenses related to the Contracts and Leases as they seek to divest and monetize their assets. The Debtors have concluded that the cost of maintaining the Contracts and Leases outweighs any value that such Contract or Lease could generate or that they are likely to generate if they were assumed and assigned. Absent rejection, the Debtors believe that the Contracts and Leases will continue to burden the Debtors' estates with substantial administrative expenses without providing any corresponding benefit.

18. For all of the foregoing reasons, the Debtors have decided, in the exercise of their sound business judgment, to reject the Contracts and Leases as of the Petition Date. Accordingly, the Debtors respectfully request that the Court authorize the rejection of the Contracts and Leases pursuant to section 365(a) of the Bankruptcy Code.

III. Rejection of the Contracts and Leases as of the Petition Date Is Appropriate.

19. Section 365 of the Bankruptcy Code does not specifically address whether the Bankruptcy Court may order rejection to be applied retroactively. *See In re Chi-Chi's, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004) (stating that section 365 allows for retroactive rejection of nonresidential leases where the principles of equity dictate); *see also In re CCI Wireless, LLC*, 297 B.R. 133, 138 (D. Colo. 2003) (noting that section 365 "does not prohibit the bankruptcy court from allowing the rejection of leases to apply retroactively"). Many courts have held that bankruptcy courts may, in their discretion, authorize rejection retroactively to a date prior to entry of the order authorizing such rejection where the balance of equities favor such relief. *See, e.g., In re Virginia*

Packaging Supply Co., Inc., 122 B.R. 491, 493 (Bankr. E.D. Va. 1990) (allowing retroactive rejection of a lease where the debtor timely filed a motion for rejection); *see also, e.g., In re Philadelphia Newspapers, LLC*, 424 B.R. 178, 185 (Bankr. E.D. Pa. 2010) (granting retroactive rejection where equitable considerations did not weigh against it); *BP Energy Co. v. Bethlehem Steel Corp.*, 2002 WL 31548723, at *3 (S.D.N.Y. Nov. 15, 2002) (“[W]e cannot conclude . . . that a bankruptcy court’s assignment of a retroactive rejection date falls outside of its authority when the balance of the equities favors this solution.”); *In re At Home Corp.*, 392 F.3d 1064, 1065–66 (9th Cir. 2004) *cert. denied sub nom.*, 546 U.S. 814 (2005) (affirming bankruptcy court’s approval of retroactive rejection); *In re Thinking Machs., Corp.*, 67 F.3d 1021, 1028 (1st. Cir. 1995) (“[B]ankruptcy courts may enter retroactive orders of approval, and should do so when the balance of equities preponderates in favor of such remediation.”). In considering whether to approve retroactive rejection, courts examine a number of factors and generally approve retroactive rejection where it promotes the purposes of section 365(a) of the Bankruptcy Code. *See In re Chi-Chi’s, Inc.*, 305 B.R. at 339.

20. In this instance, the balance of the equities favors approval of retroactive rejection of the Contracts and Leases. Prior to the Petition Date, the Debtors determined in their business judgment to initiate store closings and commence the process to divest and monetize assets. As a result of these prepetition actions and notice of this motion, the relevant landlords and contract counterparties are not subject to any uncertainty regarding the Debtors’ intent with respect to the Contracts and Leases. Upon the Petition Date, the affected landlords and contract counterparties identified in Schedule 1 will be relieved of their own obligations under the applicable Contract or Lease, allowing them to cease performance of such obligations and immediately repossess their property or enter into new contracts or leases (as applicable). Any postponement of the effective date of the rejection of the Contracts or Leases would compel the Debtors to compensate the

landlords or contract counterparties, at the estates' expense, for a delay that the Debtors made every effort to avoid and, further, would force the Debtors potentially to incur unnecessary administrative expenses for contracts and leases which provide no benefit to the Debtors' estates. Such an outcome would be inequitable to the Debtors' other stakeholders.

21. Pursuant to section 365 of the Bankruptcy Code, the Debtors seek to effectuate rejection of the Contracts and Leases as of the Petition Date, which may in some cases occur before the date of an order approving rejection of the Contracts and Leases has been entered by the Court. For the reasons set forth above, permitting rejection of the Contracts and Leases to occur as of the Petition Date is fair and equitable to all parties in interest, especially where the counterparties to the Contracts and Leases will not be prejudiced thereby. Permitting rejection to occur as of the Petition Date is consistent with prior rulings in this jurisdiction. *See, e.g., In re Sam Ash Corp.*, No. 24-14727 (SLM) (Bankr. D.N.J. July 1, 2024) (authorizing rejection of unexpired contracts and leases effective as of a specified date); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D. N.J. Apr. 4, 2024) (same); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D. N.J. Jul. 25, 2024 (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D. N.J. June 18, 2024) (same); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D. N.J. May 18, 2023).⁴

22. A court may permit such retroactive rejection to avoid unduly exposing a debtor's estate to unwarranted postpetition administrative or other expenses. If the relief requested is not granted, the Debtors and their creditors will be burdened with unnecessary expenses. Moreover, the counterparties to the Contracts and Leases will not be unduly prejudiced, because (a) such counterparties have sufficient notice of the Debtors' intent to reject the applicable Contracts and

⁴ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request to the Debtors' proposed co-counsel.

Leases and (b) with respect to the Leases, the Debtors will have relinquished control of the Vacant Locations by notifying the affected landlord in writing (email being sufficient) of the Debtors' surrender of the premises and (i) turning over keys, key codes, and security codes, if any, to the affected landlord or (ii) notifying the affected landlord in writing (email being sufficient) that the keys, key codes, and security codes, if any, are not available, but that the landlord may rekey the leased premises. *See, e.g., Bildisco & Bildisco*, 465 U.S. at 523 (stating that rejection relates back to the petition date); *In re Thinking Machs. Corp.*, 67 F.3d at 1028 ("In the section 365 context . . . bankruptcy courts may enter retroactive orders of approval, and should do so when the balance of equities preponderates in favor of such remediation."); *In re CCI Wireless, LLC*, 297 B.R. 133, 140 (D. Col. 2003) (holding that a bankruptcy court "has authority under section 365(d)(3) to set the effective date of rejection at least as early as the filing date of the motion to reject").

IV. Abandonment of Any Personal Property Located at the Vacant Locations is Authorized by Section 554(a) of the Bankruptcy Code.

26. Section 554(a) of the Bankruptcy Code provides that, "[a]fter notice and a hearing, the [debtor] may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a); *see also In re Wilson*, 94 B.R. 886, 888 (Bankr. E.D. Va. 1989) ("It is well settled, however, that a trustee is not obligated to accept onerous or unprofitable property surrendered as part of the estate, and may abandon property that is 'burdensome' or 'of inconsequential value and benefit' under § 554 of the Code.") (internal citations omitted). The right to abandon property is virtually unfettered, unless: (a) abandonment of the property will contravene laws designed to protect public health and safety; or (b) the property poses an imminent threat to the public's welfare. *See In re Midlantic Nat'l Bank*, 474 U.S. 494, 501 (1986). Neither of these limitations is relevant under the instant facts.

27. The Debtors submit that any Personal Property left at any of the Vacant Locations is of inconsequential value to the Debtors' estates, or the costs to the Debtors of retrieving, marketing, and reselling such Personal Property will exceed the recoveries, if any, that the Debtors and their estates could reasonably obtain in exchange for such property. This Court previously approved similar relief in other chapter 11 cases involving retail debtors. *See, e.g., In re Sam Ash Corp.*, No. 24-14727 (SLM) (Bankr. D. N.J. July 1, 2024) (authorizing the abandonment of certain personal property of inconsequential value at closing stores); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D. N.J. June 18, 2024) (same); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D. N.J. May 18, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D. N.J. May 17, 2023) (same); *In re L'Occitane, Inc.*, No. 2110632 (MBK) (Bankr. D. N.J. Jan. 28, 2021) (same).

28. Accordingly, the Debtors have determined, in the exercise of their sound business judgment, that abandonment of any Personal Property located at any Vacant Locations will be in the best interest of the Debtors and their estates.

The Requirements of Bankruptcy Rule 6003(a) Are Satisfied

29. Bankruptcy Rule 6003(a) empowers a court to grant relief within the first twenty-one days after the Petition Date if the "relief is needed to avoid immediate and irreparable harm." As set forth in this motion, the Debtors believe an immediate and orderly transition into chapter 11 is critical to the viability of their operations and that any delay in granting the relief requested could hinder the Debtors' operations and cause irreparable harm. Furthermore, the failure to receive the requested relief during the first twenty-one days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture. Rejecting the Contracts and Leases as of the Petition Date and abandoning certain equipment, fixtures, furniture, or other personal property that may be located at any premises and not otherwise transitioned to another location is vital to a smooth transition into chapter 11. Accordingly, the Debtors submit that they

have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003(a) to support the relief requested herein.

Waiver of Memorandum of Law

30. The Debtors respectfully request that the Court waive the requirement to file a separate memorandum of law pursuant to Local Rule 9013-1(a)(3) because the legal basis upon which the Debtors rely is set forth herein and the motion does not raise any novel issues of law.

Reservation of Rights

31. Nothing contained in this motion or any order granting the relief requested in this motion, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors’ or any other party in interest’s right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this motion or any order granting the relief requested by this motion; (e) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors’ estates; or (f) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

No Prior Request

32. No prior request for the relief sought in this motion has been made to this or any other court.

Notice

33. The Debtors will provide notice of this motion to the following parties and/or their respective counsel, as applicable: (a) the office of the United States Trustee for the District of New Jersey; (b) the Debtors' 50 largest unsecured creditors (on a consolidated basis); (c) the Prepetition ABL Agent and counsel thereto; (d) the DIP Agent and counsel thereto; (e) the trustees for the Senior Secured Notes and counsel thereto; (f) the United States Attorney's Office for the District of New Jersey; (g) the Internal Revenue Service; (e) the attorneys general in the states where the Debtors conduct their business operations; (i) the counterparties to the Contracts and Leases; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[Remainder of page intentionally left blank.]

WHEREFORE, the Debtors respectfully request that the Court enter an order, in substantially the forms submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: May 6, 2025

/s/ Michael D. Sirota

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.

Warren A. Usatine, Esq.

Felice R. Yudkin, Esq.

Seth Van Aalten, Esq. (*pro hac vice* pending)

Court Plaza North, 25 Main Street

Hackensack, New Jersey 07601

Telephone: (201) 489-3000

Email: msirota@coleschotz.com

wusatine@coleschotz.com

fyudkin@coleschotz.com

svanaalten@coleschotz.com

**PAUL, WEISS, RIFKIND, WHARTON &
GARRISON LLP**

Andrew N. Rosenberg (*pro hac vice* pending)

Alice Belisle Eaton (*pro hac vice* pending)

Christopher Hopkins (*pro hac vice* pending)

Sean A. Mitchell (*pro hac vice* pending)

1285 Avenue of the Americas

New York, New York 10019

Telephone: (212) 373-3000

Facsimile: (212) 757-3990

Email: arosenberg@paulweiss.com

aeaton@paulweiss.com

chopkins@paulweiss.com

smitchell@paulweiss.com

*Proposed Co-Counsel to the Debtors and
Debtors in Possession*

Exhibit A

Proposed Order

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY
In re: NEW RITE AID, LLC, <i>et al.</i> , Debtors. ¹

Chapter 11

Case No. 25-14861 (MBK)

(Jointly Administered)

**ORDER (I) AUTHORIZING
(A) REJECTION OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES OF NON-RESIDENTIAL REAL
PROPERTY AND (B) ABANDONMENT OF ANY PERSONAL PROPERTY, EACH
EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through seven (7), is

ORDERED.

¹ The last four digits of Debtor New Rite Aid, LLC's tax identification number are 1843. A complete list of the Debtors in these chapter 11 cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://restructuring.ra.kroll.com/RiteAid2025>. The location of Debtor New Rite Aid, LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 200 Newberry Commons, Etters, Pennsylvania 17319.

Caption in Compliance with D.N.J. LBR 9004-1(b)

**PAUL, WEISS, RIFKIND, WHARTON
& GARRISON LLP**

Andrew N. Rosenberg (*pro hac vice* pending)
Alice Belisle Eaton (*pro hac vice* pending)
Christopher Hopkins (*pro hac vice* pending)
Sean A. Mitchell (*pro hac vice* pending)
1285 Avenue of the Americas
New York, New York 10019
Telephone: (212) 373-3000
Facsimile: (212) 757-3990
arosenberg@paulweiss.com
aeaton@paulweiss.com
chopkins@paulweiss.com
smitchell@paulweiss.com

-and-

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.
Warren A. Usatine, Esq.
Felice R. Yudkin, Esq.
Seth Van Aalten, Esq. (*pro hac vice* pending)
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com
svanaalten@coleschotz.com

*Proposed Co-Counsel to the Debtors
and Debtors in Possession*

(Page | 3)

Debtors: NEW RITE AID, LLC, *et al.*

Case No. 25-14861 (MBK)

Caption of Order: Order (I) Authorizing (A) Rejection of Certain Executory Contracts and Unexpired Leases of Non-Residential Real Property and (B) Abandonment of Any Personal Property, Each Effective as of the Petition Date and (II) Granting Related Relief

Upon the *Debtors' Motion for Entry of an Order (I) Authorizing (A) Rejection of Certain Executory Contracts and Unexpired Leases of Non-Residential Real Property and (B) Abandonment of Any Personal Property, Each Effective as of the Petition Date and (II) Granting Related Relief* (the "Motion"),¹ of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order") (a) authorizing the Debtors to reject the Contracts and Leases set forth on Schedule 1 attached hereto, effective as of the Petition Date, (b) authorizing the Debtors to abandon any Personal Property located at any such Lease premises, effective as of the Petition Date, and (c) granting related relief; all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

(Page | 4)

Debtors: NEW RITE AID, LLC, *et al.*

Case No. 25-14861 (MBK)

Caption of Order: Order (I) Authorizing (A) Rejection of Certain Executory Contracts and Unexpired Leases of Non-Residential Real Property and (B) Abandonment of Any Personal Property, Each Effective as of the Petition Date and (II) Granting Related Relief

the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** as set forth herein.
2. Pursuant to section 365 of the Bankruptcy Code, the Contracts and Leases identified on Schedule 1 attached hereto are hereby rejected, to be effective as of the Petition Date.
3. The Debtors shall not be liable for any additional administrative expenses arising after the Petition Date with respect to the Contracts and Leases.
4. The Debtors do not waive any claims that they may have against any counterparty to the Contracts or Leases, whether such claims arise under, are related to the rejection of, or are independent of the Contracts or Leases.
5. Nothing herein shall prejudice any party's rights to assert that the Contracts or Leases are not, in fact, executory within the meaning of section 365 of the Bankruptcy Code.
6. The Debtors are authorized, but not directed, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Lease; *provided, however*, that the Debtors shall remove from the leased premises any of the Debtors' personal property or other assets that contain and/or consist of (i) any hazardous or toxic substances or materials (as such terms are defined under applicable law) to the extent they are required to do so under applicable law (the "Hazardous Material"), (ii) any "personally identifiable information," as that term is defined in section 101(41A) of the Bankruptcy Code (the "PII"), or other personal and/or confidential information about the Debtors' employees and/or customers, or any other individual, and (iii) any medications or medicines (the "Medical

(Page | 5)

Debtors: NEW RITE AID, LLC, *et al.*

Case No. 25-14861 (MBK)

Caption of Order: Order (I) Authorizing (A) Rejection of Certain Executory Contracts and Unexpired Leases of Non-Residential Real Property and (B) Abandonment of Any Personal Property, Each Effective as of the Petition Date and (II) Granting Related Relief

Material”). The property will be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Petition Date. For the avoidance of doubt, and absent any sustained objection as it relates to the Debtors’ personal property at a particular premises, any and all property located on the Debtors’ leased premises on the Petition Date of the applicable lease of nonresidential real property, other than the Hazardous Material, PII and the Medical Material, shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Petition Date. Landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of such property without notice or liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

7. Any Personal Property located at the Debtors’ leased premises that is subject to a rejected Lease is deemed abandoned, other than the Hazardous Material, PII and the Medical Material, as of the Petition Date, free and clear of all liens, claims, encumbrances, interests, and rights of third parties. And the counterparties to the Leases may dispose of such Personal Property, other than the Hazardous Material, PII and the Medical Material, in their sole and absolute discretion and without further notice or order of this Court without liability to the Debtors or third parties so long as the premises have been vacated by the Debtors. The automatic stay, to the extent applicable, is modified to allow for such disposition.

8. Nothing herein shall prejudice the rights of the Debtors to argue that any of the Contracts or Leases were terminated prior to the Petition Date, or that any claim for damages arising from the rejection of the Contracts or Leases is limited to the remedies available under any

(Page | 6)

Debtors: NEW RITE AID, LLC, *et al.*

Case No. 25-14861 (MBK)

Caption of Order: Order (I) Authorizing (A) Rejection of Certain Executory Contracts and Unexpired Leases of Non-Residential Real Property and (B) Abandonment of Any Personal Property, Each Effective as of the Petition Date and (II) Granting Related Relief

applicable termination provision of such lease, sublease, or contract, as applicable, or that any such claim is an obligation of a third party, and not that of the Debtors or their estates.

9. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any particular claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (f) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the Motion are valid, and the rights of all parties are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens. Any payment made pursuant to this Order is not intended and should not be construed as an admission as the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

10. Notwithstanding anything to the contrary in the Motion or this Order, any payment made by the Debtors pursuant to the authority granted in this Order must be in compliance with and any authorization of the Debtors contained herein is subject to: (a) any interim or final orders entered by the Court approving the Debtors' entry into any postpetition debtor-in-possession financing facility and/or authorizing the use of cash collateral; (b) the documentation in respect of any such debtor-in-possession financing or use of cash collateral; and (c) any budget or cash flow forecasts in connection therewith (in each case, the "DIP Order"). To the extent there is any

(Page | 7)

Debtors: NEW RITE AID, LLC, *et al.*

Case No. 25-14861 (MBK)

Caption of Order: Order (I) Authorizing (A) Rejection of Certain Executory Contracts and Unexpired Leases of Non-Residential Real Property and (B) Abandonment of Any Personal Property, Each Effective as of the Petition Date and (II) Granting Related Relief

inconsistency between the terms of the DIP Order and this Order, the terms of the DIP Order shall control.

11. Notwithstanding anything to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

12. The Debtors are authorized to take all reasonable actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

13. The Debtors have demonstrated that the requested relief is “necessary to avoid immediate and irreparable harm,” as contemplated by Bankruptcy Rule 6003.

14. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

15. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

16. Any party may move for modification of this Order in accordance with Local Rule 9013-5(e).

17. The Debtors shall serve a copy of this Interim Order and the Motion on all parties required to receive notice pursuant to Local Rule 9013-5(f).

18. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Schedule 1

Rejection Counterparty	Debtor Party	Description of Contract	Rejection Date
ADOBE	RITE AID ONLINE STORE, INC.	CONTRACT AMENDMENT (A000193058)	5/5/2025
ADOBE	RITE AID HDQTRS. CORP	GENERATIVE AI ADDENDUM CONTRACT AMENDMENT	5/5/2025
ADOBE INC	RITE AID HDQTRS. CORP.	ADOBE SALES ORDER: ADOBE ADVERTISING CLOUD	5/5/2025
ADOBE INC	RITE AID HDQTRS. CORP.	ADOBE SALES ORDER ADOBE CONTRACT NUMBER:00937854	5/5/2025
ADOBE INC	RITE AID HDQTRS. CORP.	ADOBE SALES ORDER DATED 08/01/2023 01088802	5/5/2025
ADTHEORENT	RITE AID HDQTRS. CORP	STATEMENT OF WORK (SOW)	5/5/2025
ADTHEORENT	RITE AID HDQTRS. CORP	ADTHEORENT IO EXTENSION CONTRACT EXTENSION	5/5/2025
AGENCY WITHIN, LLC	RITE AID HDQTRS. CORP	ALL CONTRACTS BY AND BETWEEN RITE AID HDQTRS. CORP. OR ANY OF ITS AFFILIATES/SUBSIDIARIES, AND AGENCY WITHIN, LLC ARE REJECTED.	5/5/2025
ALLCITY NETWORK INC.	RITE AID HDQTRS. CORP	STATEMENT OF WORK (SOW)	5/5/2025
ALLCITY NETWORK INC.	RITE AID HDQTRS. CORP	ALLCITY NETWORK RITE AID CONTRACT AMENDMENT	5/5/2025
AMAZON ADVERTISING LLC	RITE AID HDQTRS. CORP.	AGREEMENT	5/5/2025
AMAZON ADVERTISING LLC	RITE AID HDQTRS. CORP.	AMAZON LOCKER LOCATION AGREEMENT DATED 03/07/2019	5/5/2025
AMAZON ADVERTISING LLC	THE BARTELL DRUG COMPANY	AMAZON PRIME NOW MERCHANT AGREEMENT DATED 08/15/2016	5/5/2025
AMAZON ADVERTISING LLC	THE BARTELL DRUG COMPANY	AMENDMENT #1 TO AMAZON PRIME NOW MERCHANT AGREEMENT DATED 12/20/2016	5/5/2025
AMAZON ADVERTISING LLC	THE BARTELL DRUG COMPANY	AMENDMENT #2 TO AMAZON PRIME NOW MERCHANT AGREEMENT DATED 04/02/2019	5/5/2025
AMAZON ADVERTISING LLC	RITE AID HDQTRS. CORP.	AMENDMENT NO.1 AMAZON LOCKER LOCATION AGREEMENT DATED 06/09/2022	5/5/2025
AMAZON ADVERTISING LLC	RITE AID HDQTRS. CORP.	CONTRACT TRANSMITTAL FORM	5/5/2025
AMAZON ADVERTISING LLC	RITE AID HDQTRS. CORP.	PICK-UP POINTS OPERATION AGREEMENT DATED 02/06/2019	5/5/2025
ASPIREIQ	RITE AID HDQTRS. CORP	CONTRACT RENEWAL	5/5/2025
ASPIREIQ INC	RITE AID HDQTRS. CORP.	ASPIREIQ MASTER AGREEMENT DATED 03/31/2023	5/5/2025
ASPIREIQ INC	RITE AID HDQTRS. CORP.	FIRST AMENDMENT TO ASPIREIQ MASTER AGREEMENT DATED 05/30/2023	5/5/2025
ASPIREIQ INC	RITE AID HDQTRS. CORP.	SECOND AMENDMENT TO ASPIREIQ MASTER AGREEMENT DATED 08/10/2023	5/5/2025
AXIOM GLOBAL INC.	RITE AID HDQTRS. CORP	SCOPE OF SERVICES (Ronald Lundeen)	5/5/2025
BAZAARVOICE	RITE AID HDQTRS. CORP	BAZAARVOICE SERVICE ORDER	5/5/2025
BAZAARVOICE INC	RITE AID HDQTRS. CORP.	DATA PROCESSING AGREEMENT	5/5/2025
BAZAARVOICE INC	RITE AID ONLINE STORE, INC.	MASTER AGREEMENT DATED 01/28/2016	5/5/2025
BAZAARVOICE INC	RITE AID HDQTRS. CORP.	SERVICE ORDER	5/5/2025
BEVERAGE AIR	RITE AID HDQTRS. CORP.	VENDOR AGREEMENT	5/5/2025
BITLY INC	RITE AID HDQTRS. CORP.	AMENDMENT TO BITLY SUBSCRIPTION TERMS AND CONDITIONS DATED 06/25/2021	5/5/2025
BITLY INC	RITE AID HDQTRS. CORP.	BITLY ORDER FORM DATED 04/24/2023	5/5/2025
BITLY INC	RITE AID HDQTRS. CORP.	BITLY ORDER FORM DATED 04/27/2023	5/5/2025
BITLY INC	RITE AID HDQTRS. CORP.	BITLY SUBSCRIPTION TERMS AND CONDITIONS DATED 01/29/2019	5/5/2025
BRAINDO	RITE AID HDQTRS. CORP	CONTRACT EXTENSION	5/5/2025
BRAINDO	RITE AID HDQTRS. CORP	CONTRACT RENEWAL	5/5/2025
BRIGHTEDGE	RITE AID HDQTRS. CORP	CONTRACT AMENDMENT	5/5/2025
BRIGHTEDGE	RITE AID HDQTRS. CORP	NEW CONTRACT	5/5/2025
BROWNSTEIN GROUP, INC	RITE AID HDQTRS. CORP	CLIENT AGREEMENT	5/5/2025
BUREAU VERITAS CONSUMER	RITE AID HDQTRS. CORP	ALL CONTRACTS BY AND BETWEEN RITE AID HDQTRS. CORP. OR ANY OF ITS AFFILIATES/SUBSIDIARIES, AND BUREAU VERITAS CONSUMER ARE REJECTED.	5/5/2025
CARLISLE SYNTEC INC.	RITE AID HDQTRS. CORP.	VENDOR AGREEMENT	5/5/2025
CARRIER CORP	RITE AID HDQTRS. CORP.	MASTER PURCHASE AND SERVICE AGREEMENT	5/5/2025
CATALINA MARKETING CORP	RITE AID HDQTRS. CORP.	AMENDMENT TO MASTER SERVICES AGREEMENT DATED 04/27/2023	5/5/2025
CATALINA MARKETING CORP	RITE AID HDQTRS. CORP.	BUSINESS ASSOCIATE AGREEMENT	5/5/2025
CATALINA MARKETING CORPORATION	RITE AID HDQTRS. CORP	TRADE AGREEMENT	5/5/2025
CEROS	RITE AID HDQTRS. CORP	CONTRACT RENEWAL	5/5/2025
CEROS INC.	RITE AID HDQTRS. CORP.	PLATFORM SUBSCRIPTION RENEWAL DATED 01/31/2023	5/5/2025
CEROS INC.	RITE AID HDQTRS. CORP.	SUBSCRIPTION ORDER FORM FOR RITE AID HDQTRS. CORP DATED 01/31/2022	5/5/2025
CEROS INC.	RITE AID HDQTRS. CORP.	SUBSCRIPTION ORDER FORM FOR RITE AID HDQTRS. CORP DATED 03/31/2022	5/5/2025
CHECKPOINT SYSTEMS	RITE AID HDQTRS. CORP.	PURCHASE AGREEMENT DATED 06/29/2018	5/5/2025
CIP INTERNATIONAL INC	RITE AID HDQTRS. CORP.	MASTER SERVICE AGREEMENT DATED 04/18/2023	5/5/2025
COMMISSION JUNCTION LLC	RITE AID HDQTRS. CORP.	CJ AFFILIATE SERVICE ORDER DATED 07/27/2022	5/5/2025
COMMISSION JUNCTION LLC	RITE AID HDQTRS. CORP.	SERVICE AGREEMENT AMENDMENT DATED 09/23/2022	5/5/2025

Rejection Counterparty	Debtor Party	Description of Contract	Rejection Date
COMMISSION JUNCTION LLC	RITE AID HDQRTS. CORP	SUSPENSION AGREEMENT CONTRACT AMENDMENT	5/5/2025
CREE LIGHTING	RITE AID HDQTRS. CORP.	MASTER PURCHASE AGREEMENT	5/5/2025
DELOITTE & TOUCHE LLP	RITE AID CORPORATION	PARTICIPATION AGREEMENT	5/5/2025
DELOITTE TAX LLP	RITE AID HDQTRS. CORP	DELOITTE CONTRACT RENEWAL	5/5/2025
DUNNHUMBY	RITE AID HDQTRS. CORP	AMENDMENT TO UPDATE THE DPA WITH VENDOR DATA AGREEMENT	5/5/2025
DUNNHUMBY INC	RITE AID HDQRTS. CORP	TRADE AGREEMENT	5/5/2025
DUNNHUMBY INC	RITE AID HDQTRS. CORP.	CCPA DATA PROCESSING AGREEMENT DATED 11/01/2020	5/5/2025
DUNNHUMBY INC	RITE AID HDQTRS. CORP.	DATA PROCESSING SERVICES AGREEMENT DATED 11/01/2020	5/5/2025
DUNNHUMBY INC	RITE AID HDQTRS. CORP.	DATA PROCESSING SERVICES AGREEMENT DATED 11/01/2020	5/5/2025
DUNNHUMBY INC	RITE AID HDQTRS. CORP.	FIRST AMENDMENT AGREEMENT DATED 07/05/2021	5/5/2025
DUNNHUMBY INC	RITE AID HDQTRS. CORP.	SECOND AMENDMENT AGREEMENT DATED 11/01/2022	5/5/2025
DUNNHUMBY INC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK – LOYALTY AND CRM OPERATIONS DATED 07/05/2021	5/5/2025
DUNNHUMBY INC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK #7 DATED 07/01/2022	5/5/2025
DUNNHUMBY INC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK 2 – LOYALTY CRM DATED 03/01/2021	5/5/2025
DUNNHUMBY INC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 03/01/2023	5/5/2025
DUNNHUMBY INC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 04/05/2021	5/5/2025
DUNNHUMBY INC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 08/30/2021	5/5/2025
DUNNHUMBY INC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 11/09/2020	5/5/2025
DUNNHUMBY INC.	RITE AID HDQRTS. CORP	NON-DISCLOSURE AGREEMENT (NDA)	5/5/2025
DUNNHUMBY, INC.	RITE AID HDQTRS. CORP	CONTRACT RENEWAL	5/5/2025
EAGLE EYE SOLUTIONS INC.	RITE AID HDQRTS. CORP	MSA - RITE AID HDQTRS AND EAGLE EYE SOLUTIONS INC. FRAMEWORK AGREEMENT FOR THE PROVISION OF DIGITAL COUPON ISSUANCE AND REDEMPTION SYSTEM NEW CONTRACT	5/5/2025
ENGAGE3 LLC	RITE AID HDQTRS. CORP	STATEMENT OF WORK (SOW)	5/5/2025
EQUILIBRIUM MARKETING SOLUTIONS	RITE AID HDQRTS. CORP	ALL CONTRACTS BY AND BETWEEN RITE AID HDQTRS. CORP, OR ANY OF ITS AFFILIATES/SUBSIDIARIES, AND EQUILIBRIUM MARKETING SOLUTIONS ARE REJECTED.	5/5/2025
EVERGREEN TRADING	RITE AID HDQTRS. CORP	NEW CONTRACT	5/5/2025
FABO ARCHITECTURE, INC.	RITE AID HDQRTS. CORP	ALL CONTRACTS BY AND BETWEEN RITE AID HDQTRS. CORP, OR ANY OF ITS AFFILIATES/SUBSIDIARIES, AND FABO ARCHITECTURE, INC. ARE REJECTED.	5/5/2025
FACEBOOK, INC.	RITE AID HDQRTS. CORP	ALL CONTRACTS BY AND BETWEEN RITE AID HDQTRS. CORP, OR ANY OF ITS AFFILIATES/SUBSIDIARIES, AND FACEBOOK, INC. ARE REJECTED.	5/5/2025
FACTSPAN INC	RITE AID HDQTRS. CORP.	AMENDMENT 1 TO MASTER SERVICES AGREEMENT DATED 11/19/2021	5/5/2025
FACTSPAN INC	RITE AID HDQTRS. CORP.	BUSINESS ASSOCIATE AGREEMENT DATED 10/21/2021	5/5/2025
FACTSPAN INC	RITE AID HDQTRS. CORP.	BUSINESS ASSOCIATE AGREEMENT DATED 10/27/2021	5/5/2025
FACTSPAN INC	RITE AID HDQTRS. CORP.	MASTER SERVICES AGREEMENT DATED 09/10/2020	5/5/2025
FACTSPAN INC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 03/01/2022	5/5/2025
FACTSPAN INC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 03/01/2023	5/5/2025
FACTSPAN INC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 06/01/2022	5/5/2025
FACTSPAN INC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 06/14/2022	5/5/2025
FACTSPAN INC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 07/01/2022	5/5/2025
FACTSPAN INC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 09/23/2020	5/5/2025
FACTSPAN INC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 10/01/2021	5/5/2025
FACTSPAN INC.	RITE AID HDQTRS. CORP	STATEMENT OF WORK (SOW)	5/5/2025
FEEDNOMICS	RITE AID HDQRTS. CORP	ALL CONTRACTS BY AND BETWEEN RITE AID HDQTRS. CORP, OR ANY OF ITS AFFILIATES/SUBSIDIARIES, AND FEEDNOMICS ARE REJECTED.	5/5/2025
FETCH	RITE AID HDQTRS. CORP	CONTRACT EXTENSION	5/5/2025
FETCH REWARDS INC	RITE AID HDQTRS. CORP.	MASTER SERVICES AGREEMENT DATED 06/02/2023	5/5/2025
FETCH REWARDS INC	RITE AID HDQTRS. CORP.	MASTER SERVICES AGREEMENT DATED 06/21/2023	5/5/2025
FETCH REWARDS INC	RITE AID HDQTRS. CORP.	SOW 2 TO THE MASTER SERVICES AGREEMENT DATED 10/03/2023	5/5/2025
FIREFLY GRAPHICS INC	RITE AID HDQTRS. CORP.	MASTER SERVICE AGREEMENT DATED 07/21/2023	5/5/2025
FIRESTONE BUILDING PRODUCTS	RITE AID HDQTRS. CORP.	VENDOR AGREEMENT	5/5/2025
FLIPP OPERATIONS INC.	RITE AID HDQRTS. CORP	TRADE AGREEMENT	5/5/2025
GETTY IMAGES	RITE AID HDQRTS. CORP	STATEMENT OF WORK (SOW)	5/5/2025
GLASS BOX ANALYTICS LLC	RITE AID HDQTRS. CORP	PAC DATA ACCESS AGREEMENT	5/5/2025
GOOGLE INC	RITE AID HDQTRS. CORP.	ADVERTISING SERVICE AGREEMENT	5/5/2025
GOOGLE INC	RITE AID HDQTRS. CORP.	AMENDMENT TO GOOGLE CLOUD MASTER AGREEMENT	5/5/2025
GOOGLE INC	RITE AID HDQTRS. CORP.	GOOGLE CLOUD ADDENDUM	5/5/2025
GOOGLE INC	RITE AID HDQTRS. CORP.	GOOGLE CLOUD PLATFORM	5/5/2025
GOOGLE INC	RITE AID HDQTRS. CORP.	LOOKER ORDER FORM	5/5/2025
GOOGLE INC	RITE AID HDQTRS. CORP.	ORDER FORM – SECURITY SERVICES SUBSCRIPTION	5/5/2025

Rejection Counterparty	Debtor Party	Description of Contract	Rejection Date
GOOGLE INC	RITE AID HDQTRS. CORP.	PROFESSIONAL SERVICES / IMPLEMENTATION SERVICES ORDER FORM	5/5/2025
GOOGLE INC	RITE AID HDQTRS. CORP.	PROFESSIONAL SERVICES / IMPLEMENTATION SERVICES ORDER FORM	5/5/2025
GOOGLE INC	RITE AID HDQTRS. CORP.	PROMOTION AGREEMENT	5/5/2025
GOOGLE INC	RITE AID HDQTRS. CORP.	SAP CLOUD ACCELERATION PROGRAM AGREEMENT	5/5/2025
GOOGLE INC	RITE AID HDQTRS. CORP.	SERVICES ORDER FORM	5/5/2025
HIGH LLC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 03/29/2019	5/5/2025
HOOTSUITE	RITE AID HDQTRS. CORP.	ALL CONTRACTS BY AND BETWEEN RITE AID HDQTRS. CORP. OR ANY OF ITS AFFILIATES/SUBSIDIARIES, AND HOOTSUITE ARE REJECTED.	5/5/2025
HUBBARD RADIO (WARM 106.9)	RITE AID HDQTRS. CORP.	STATEMENT OF WORK (SOW)	5/5/2025
HUBBARD RADIO (WARM 106.9)	RITE AID HDQTRS. CORP.	STATEMENT OF WORK (SOW)	5/5/2025
HUBBARD RADIO (WARM 106.9)	RITE AID HDQTRS. CORP.	STATEMENT OF WORK (SOW)	5/5/2025
ICUC	RITE AID HDQTRS. CORP.	NEW CONTRACT	5/5/2025
INSIGHT GLOBAL LLC	RITE AID HDQTRS. CORP.	MASTER SERVICES AGREEMENT FOR STAFFING SERVICES DATED 11/19/2020	5/5/2025
INTEGRAL LOGISTICS INC.	RITE AID HDQTRS. CORP.	ALL CONTRACTS BY AND BETWEEN RITE AID HDQTRS. CORP. OR ANY OF ITS AFFILIATES/SUBSIDIARIES, AND INTEGRAL LOGISTICS INC. ARE REJECTED.	5/5/2025
INTERACTIVE COMMUNICATIONS	RITE AID HDQTRS. CORP.	ADDENDUM NO. 2 TO MASTER DISTRIBUTION AND SERVICE AGREEMENT DATED 10/04/2015	5/5/2025
INTERACTIVE COMMUNICATIONS	RITE AID HDQTRS. CORP.	ADDENDUM NO. 3 TO MASTER DISTRIBUTION AND SERVICE AGREEMENT	5/5/2025
INTERACTIVE COMMUNICATIONS	RITE AID HDQTRS. CORP.	AMENDMENT NO. 3 TO MASTER DISTRIBUTION AND SERVICE AGREEMENT DATED 12/01/2010	5/5/2025
INTERACTIVE COMMUNICATIONS	RITE AID HDQTRS. CORP.	MASTER DISTRIBUTION AND SERVICE AGREEMENT DATED 03/01/2014	5/5/2025
INTERACTIVE COMMUNICATIONS	RITE AID HDQTRS. CORP.	MASTER DISTRIBUTION AND SERVICE AGREEMENT DATED 03/01/2019	5/5/2025
INTERACTIVE COMMUNICATIONS	RITE AID HDQTRS. CORP.	MASTER DISTRIBUTION AND SERVICE AGREEMENT DATED 03/01/2019	5/5/2025
INTERACTIVE COMMUNICATIONS INTERNATIONAL, INC	RITE AID HDQTRS. CORP.	AMENDMENT NO.8 TO THE MSA FOR INTERACTIVE COMMUNICATIONS	5/5/2025
INTERACTIVE COMMUNICATIONS INTERNATIONAL, INC	RITE AID HDQTRS. CORP.	CONTRACT AMENDMENT	5/5/2025
INTERACTIVE COMMUNICATIONS INTERNATIONAL, INC	RITE AID HDQTRS. CORP.	CONTRACT AMENDMENT	5/5/2025
INTERACTIVE COMMUNICATIONS INTERNATIONAL, INC	RITE AID HDQTRS. CORP.	CONTRACT EXTENSION	5/5/2025
INTERACTIVE COMMUNICATIONS INTERNATIONAL, INC	RITE AID HDQTRS. CORP.	CONTRACT RENEWAL	5/5/2025
IPD ANALYTICS, LLC	RITE AID HDQTRS. CORP.	EXTENSION AGREEMENT	5/5/2025
IPD ANALYTICS, LLC	RITE AID HDQTRS. CORP.	SUBSCRIPTION RENEWAL EXTENSION AGREEMENT	5/5/2025
IPSOS-INSIGHT LLC	RITE AID HDQTRS. CORP.	AMENDMENT TO MASTER MARKET RESEARCH AGREEMENT DATED 10/10/2021	5/5/2025
IPSOS-INSIGHT LLC	RITE AID HDQTRS. CORP.	AMENDMENT TO MASTER MARKET RESEARCH AGREEMENT DATED 10/26/2021	5/5/2025
IPSOS-INSIGHT LLC	RITE AID HDQTRS. CORP.	AMENDMENT TO MASTER MARKET RESEARCH AGREEMENT DATED 12/16/2021	5/5/2025
IPSOS-INSIGHT LLC	RITE AID HDQTRS. CORP.	MASTER MARKET RESEARCH SERVICES AGREEMENT DATED 09/18/2020	5/5/2025
IPSOS-INSIGHT LLC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 02/15/2023	5/5/2025
IPSOS-INSIGHT LLC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 05/01/2023	5/5/2025
IPSOS-INSIGHT, LLC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK (SOW)	5/5/2025
KENSTAN FIXTURE SERVICES	RITE AID HDQTRS. CORP.	MASTER PURCHASE AGREEMENT BETWEEN RITE AID HDQTRS. CORP. AND KENSTAN FIXTURE SERVICES USA, LLC	5/5/2025
KENSTAN FIXTURE SERVICES	RITE AID HDQTRS. CORP.	MASTER PURCHASE AGREEMENT BETWEEN RITE AID HDQTRS. CORP. AND KENSTAN FIXTURE SERVICES USA, LLC	5/5/2025
KRASS-CRUZ MANAGEMENT INC	RITE AID HDQTRS. CORP.	MANAGEMENT SERVICE AGREEMENT	5/5/2025
LBCO	RITE AID HDQTRS. CORP.	ALL CONTRACTS BY AND BETWEEN RITE AID HDQTRS. CORP. OR ANY OF ITS AFFILIATES/SUBSIDIARIES, AND LBCO ARE REJECTED.	5/5/2025
LEO BURNETT COMPANY	RITE AID HDQTRS. CORP.	AMENDMENT NO. 3 TO THE MASTER PURCHASE AGREEMENT DATED 05/02/2023	5/5/2025
LEO BURNETT COMPANY	RITE AID HDQTRS. CORP.	MASTER PURCHASE AGREEMENT DATED 02/01/2022	5/5/2025
LEO BURNETT COMPANY	RITE AID HDQTRS. CORP.	SECOND AMENDMENT TO MASTER PURCHASE AGREEMENT DATED 02/01/2023	5/5/2025
LEO BURNETT COMPANY	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 05/11/2023	5/5/2025
LEO BURNETT USA	RITE AID HDQTRS. CORP.	CONTRACT AMENDMENT	5/5/2025
LEO BURNETT USA	RITE AID HDQTRS. CORP.	STATEMENT OF WORK (SOW)	5/5/2025
LEO BURNETT USA	RITE AID HDQTRS. CORP.	STATEMENT OF WORK (SOW)	5/5/2025
LEO BURNETT USA	RITE AID HDQTRS. CORP.	ESTIMATE CONTRACT EXTENSION	5/5/2025
LEO BURNETT USA	RITE AID HDQTRS. CORP.	LEO BURNETT FY25 OCT - NOV SOW CONTRACT EXTENSION	5/5/2025
LEO BURNETT USA	RITE AID HDQTRS. CORP.	LEO RITE AID AMENDMENT NO 1 SOW STATEMENT OF WORK (SOW)	5/5/2025
LEVEL ACCESS	RITE AID HDQTRS. CORP.	CONTRACT RENEWAL	5/5/2025
LEVEL ACCESS INC	RITE AID HDQTRS. CORP.	2023 ACCESSIBILITY PROJECT SUBSCRIPTION RENEWAL ORDER FORM DATED 03/24/2023	5/5/2025
LEVEL ACCESS INC	RITE AID HDQTRS. CORP.	CHANGE ORDER 002 TO ORDER FORM - LEVEL ACCESS - STATEMENT OF WORK #1 FOR RITE AID HDQTRS. CORP DATED 03/15/2022	5/5/2025
LEVEL ACCESS INC	RITE AID HDQTRS. CORP.	CHANGE ORDER 003 TO ORDER FORM - LEVEL ACCESS - STATEMENT OF WORK #1 FOR RITE AID HDQTRS. CORP MARCH 31TH DATED 03/15/2022	5/5/2025
LEVEL ACCESS INC	RITE AID HDQTRS. CORP.	LEVEL ACCESS MASTER SERVICES AGREEMENT	5/5/2025
LEVEL ACCESS INC	RITE AID HDQTRS. CORP.	LEVEL ACCESS MASTER SERVICES AGREEMENT DATED 11/15/2021	5/5/2025
LEVEL ACCESS INC	RITE AID CORPORATION	LEVEL ACCESS ORDER FORM DATED 08/23/2021	5/5/2025

Rejection Counterparty	Debtor Party	Description of Contract	Rejection Date
LEVEL ACCESS INC	RITE AID HDQTRS. CORP.	LEVEL ACCESS SERVICES LEVEL AGREEMENT	5/5/2025
LEVEL ACCESS INC	RITE AID HDQTRS. CORP.	VACCINE PORTAL ACCESSIBILITY PROJECT FOR RITE AID HDQTRS. CORP DATED 12/17/2021	5/5/2025
LEXISNEXIS	RITE AID HDQTRS. CORP	LEXIS@/LEXIS+@/LEXIS+ATM/ LEXIS@ PRACTICAL GUIDANCE SUBSCRIPTION AGREEMENT CONTRACT RENEWAL	5/5/2025
LINKEDIN CORPORATION	RITE AID HDQTRS. CORP.	KEY CONTRACT TERMS	5/5/2025
LINKEDIN CORPORATION	RITE AID CORPORATION	LINKEDIN CONTRACT DATED 04/21/2018	5/5/2025
LINKEDIN CORPORATION	RITE AID HDQTRS. CORP.	ORDER FORM	5/5/2025
LIVERAMP, INC	RITE AID HDQTRS. CORP	CONTRACT AMENDMENT	5/5/2025
LIVERAMP, INC.	RITE AID HDQTRS. CORP.	LIVERAMP OFFLINE ATTRIBUTION SERVICES AGREEMENT DATED 02/25/2023	5/5/2025
LIVEWORLD	RITE AID HDQTRS. CORP	CHANGE ORDER TO LIVE WORLD SOW MARCH 2023	5/5/2025
MANGO TECHNOLOGIES, LLC.	RITE AID HDQTRS. CORP	CONTRACT RENEWAL	5/5/2025
MASTER-BILT PRODUCTS	RITE AID HDQTRS. CORP.	MASTER PURCHASE AGREEMENT	5/5/2025
MASTER-BILT PRODUCTS	RITE AID HDQTRS. CORP.	MASTER PURCHASE AGREEMENT DATED 07/01/2012	5/5/2025
META PLATFORMS, INC.	RITE AID HDQTRS. CORP	TRADE AGREEMENT	5/5/2025
META SOURCE LLC	RITE AID HDQTRS. CORP.	BUSINESS ASSOCIATE AGREEMENT	5/5/2025
META SOURCE LLC	RITE AID HDQTRS. CORP.	MASTER SERVICE AGREEMENT DATED 05/19/2011	5/5/2025
META SOURCE LLC	RITE AID HDQTRS. CORP.	SOW FOR MASTER SERVICE AGREEMENT DATED 05/19/2011	5/5/2025
METASOURCE	RITE AID HDQTRS. CORP	CONTRACT AMENDMENT	5/5/2025
MID-AMERICA STORE FIXTURES	RITE AID HDQTRS. CORP.	MASTER SERVICE AGREEMENT	5/5/2025
MILLIMAN, INC.	RITE AID HDQTRS. CORP	MILLIMAN CONSULTING SERVICES AGREEMENT AND ALL SOWs	5/5/2025
MOBILE MINI	RITE AID HDQTRS. CORP	NEW CONTRACT	5/5/2025
MOVABLE INK	RITE AID HDQTRS. CORP	CONTRACT RENEWAL	5/5/2025
MOVABLE INC	RITE AID HDQTRS. CORP.	AMENDMENT NO. 3 TO THE MOVABLE, INC. STANDARD TERMS AND CONDITIONS DATED 03/01/2021	5/5/2025
MOVABLE INC	RITE AID HDQTRS. CORP.	AMENDMENT TO MOVABLE, INC. STANDARD TERMS AND CONDITIONS	5/5/2025
MOVABLE INC	RITE AID HDQTRS. CORP.	AMENDMENT TO MOVABLE, INC. STANDARD TERMS AND CONDITIONS DATED 12/23/2019	5/5/2025
MOVABLE INC	RITE AID HDQTRS. CORP.	MOVABLE - STANDARD TERMS DATED 03/12/2018	5/5/2025
MOVABLE INC	RITE AID HDQTRS. CORP.	MOVABLE INC. STANDARD TERMS AND CONDITIONS DATED 03/12/2018	5/5/2025
MOVABLE INC	RITE AID HDQTRS. CORP.	MOVABLE, INC. ORDER FORM DATED 01/27/2023	5/5/2025
MOVABLE INC	RITE AID HDQTRS. CORP.	MOVABLE, INC. ORDER FORM DATED 02/15/2022	5/5/2025
MOVABLE INC	RITE AID HDQTRS. CORP.	MOVABLE, INC. ORDER FORM DATED 03/01/2018	5/5/2025
MOVABLE INC	RITE AID HDQTRS. CORP.	MOVABLE, INC. ORDER FORM DATED 03/01/2019	5/5/2025
MOVABLE INC	RITE AID HDQTRS. CORP.	MOVABLE, INC. ORDER FORM DATED 03/01/2022	5/5/2025
MOVABLE INC	RITE AID HDQTRS. CORP.	MOVABLE, INC. ORDER FORM DATED 03/22/2021	5/5/2025
MOVABLE INC	RITE AID HDQTRS. CORP.	MOVABLE, INC. ORDER FORM DATED 11/01/2019	5/5/2025
MOVABLE INC	REDICLINIC OF WA, LLC	MOVABLE, INC. STANDARD TERMS AND CONDITIONS DATED 02/16/2016	5/5/2025
MOVABLE INC	RITE AID HDQTRS. CORP.	MOVABLE, INC. STANDARD TERMS AND CONDITIONS DATED 03/12/2018	5/5/2025
MOVABLE INC	RITE AID HDQTRS. CORP.	STANDARD AGREEMENT FOR TERMS AND CONDITIONS DATED 03/12/2018	5/5/2025
MYMOVE	RITE AID HDQTRS. CORP	STATEMENT OF WORK (SOW)	5/5/2025
N&N CONSULTING	RITE AID HDQTRS. CORP	NN CONSULTING AGREEMENT - EXTENSION CONTRACT EXTENSION	5/5/2025
NB VENTURES, INC. D/B/A GEP	RITE AID HDQTRS. CORP	RITE AID-GEP SOW #1 CONTRACT AMENDMENT EFFECTIVE 1/07/2025	5/5/2025
NB VENTURES, INC. D/B/A GEP	RITE AID HDQTRS. CORP	SOW SOURCING AND PROCUREMENT SUPPORT PROGRAM EFFECTIVE 9/03/2024	5/5/2025
NCR CORPORATION	RITE AID HDQTRS. CORP.	NCR - HARDWARE MAINTENANCE SERVICES ADDENDUM	5/5/2025
NCR CORPORATION	RITE AID HDQTRS. CORP.	NCR MASTER AGREEMENT_ORDER FORM DATED 03/31/2023	5/5/2025
NCR CORPORATION	RITE AID HDQTRS. CORP.	NCR SERVICES STATEMENT OF WORK STANDARD SCO DEPLOYMENT SERVICES ("PROJECT") DATED 04/18/2023	5/5/2025
NCR CORPORATION	RITE AID HDQTRS. CORP.	NCR SUBSCRIPTION ORDER FORM DATED 03/31/2023	5/5/2025
NCR CORPORATION	RITE AID HDQTRS. CORP.	ORDER FORM DATED 08/01/2023	5/5/2025
NCR CORPORATION	RITE AID CORPORATION	SERVICE AGREEMENT DATED 09/14/2005	5/5/2025
NCR CORPORATION	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 04/14/2023	5/5/2025
NCRYPTED CLOUD, LLC	RITE AID HDQTRS. CORP	MASTER SUBSCRIPTION AGREEMENT NEW CONTRACT	5/5/2025
NIELSEN HOLDINGS INC	RITE AID HDQTRS. CORP.	ADDENDUM TO LABEL INSIGHTS RENEWAL ORDER FORM	5/5/2025
NIELSEN HOLDINGS INC	RITE AID HDQTRS. CORP.	ADDENDUM TO LABEL INSIGHTS RENEWAL ORDER FORM - 2021 DATED 08/07/2023	5/5/2025
NIELSEN HOLDINGS INC	RITE AID HDQTRS. CORP.	ADDENDUM TO SOW RENEWAL ORDER FORM -2021 DATED 06/02/2022	5/5/2025
NIELSEN HOLDINGS INC	RITE AID HDQTRS. CORP.	ADDENDUM TO SOW RENEWAL ORDER FORM -2021 DATED 06/16/2023	5/5/2025
OPENSESAME, INC.	RITE AID HDQTRS. CORP	NEW CONTRACT	5/5/2025
ORACLE AMERICA INC	RITE AID HDQTRS. CORP.	GENERAL TERM AGREEMENT DATED 05/28/2015	5/5/2025

Rejection Counterparty	Debtor Party	Description of Contract	Rejection Date
ORACLE AMERICA INC	RITE AID HDQTRS. CORP.	LICENSE AGREEMENT DATED 05/31/2016	5/5/2025
ORACLE AMERICA INC	RITE AID HDQTRS. CORP.	MASTER SERVICES AGREEMENT DATED 11/01/2017	5/5/2025
ORACLE AMERICA INC	RITE AID HDQTRS. CORP.	ORACLE DATA SERVICES DIGITAL AUDIENCE - ADVERTISER ORDERING DOCUMENT	5/5/2025
ORACLE AMERICA INC	RITE AID HDQTRS. CORP.	ORACLE MASTER AGREEMENT AMENDMENT THREE DATED 02/23/2022	5/5/2025
OVG VENUE ALLIANCE, LLC ("OVG").	RITE AID HDQTRS. CORP	STATEMENT OF WORK (SOW)	5/5/2025
OVG VENUE ALLIANCE, LLC ("OVG").	RITE AID HDQTRS. CORP	ARENA ALLIANCE AGREEMENT 2ND AMENDMENT - WELLS FARGO AND PPG 24-25 CONTRACT AMENDMENT	5/5/2025
PATIENT POINT	RITE AID HDQTRS. CORP	CONTRACT RENEWAL	5/5/2025
PATIENT POINT	RITE AID HDQTRS. CORP	NEW CONTRACT	5/5/2025
PINTEREST INC	THE BARTELL DRUG COMPANY	2022 PERPETUAL INSERTION ORDER	5/5/2025
PINTEREST INC	RITE AID CORPORATION	PERPETUAL INSERTION ORDER	5/5/2025
PINTEREST INC	RITE AID HDQTRS. CORP.	PINTEREST CONTACT DATED 02/08/2022	5/5/2025
PINTEREST INC	THE BARTELL DRUG COMPANY	VENDOR AGREEMENT #120140347	5/5/2025
PINTEREST INC	RITE AID CORPORATION	VENDOR AGREEMENT #120140348	5/5/2025
PINTEREST INC	THE BARTELL DRUG COMPANY	VENDOR AGREEMENT #120143067	5/5/2025
PINTEREST INC	RITE AID CORPORATION	VENDOR AGREEMENT #120143068	5/5/2025
PINTEREST INC	THE BARTELL DRUG COMPANY	VENDOR AGREEMENT #120145098	5/5/2025
PINTEREST INC	RITE AID CORPORATION	VENDOR AGREEMENT #120145099	5/5/2025
PINTEREST INC	THE BARTELL DRUG COMPANY	VENDOR AGREEMENT #120145974	5/5/2025
PINTEREST INC	RITE AID CORPORATION	VENDOR AGREEMENT #120145975	5/5/2025
PINTEREST INC	THE BARTELL DRUG COMPANY	VENDOR AGREEMENT #120148855	5/5/2025
PINTEREST INC	RITE AID CORPORATION	VENDOR AGREEMENT #120148856	5/5/2025
PRICEWATERHOUSECOOPERS ADVISORY SERVICES LLC	RITE AID HDQTRS. CORP.	AMENDMENT #3 – FINANCE & RETAIL-TO-COST RELEASE 1: RELEASE 1 APPROACH & HIGHMARK INTEGRATION	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID HDQTRS. CORP	CONTRACT AMENDMENT	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID HDQTRS. CORP.	AMENDED AND RESTATED STATEMENT OF WORK	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID HDQTRS. CORP.	AMENDED BUSINESS ASSOCIATE AGREEMENT	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID CORPORATION	AMENDMENT #1 – FINANCE & RETAIL-TO-COST RELEASE 1: RELEASE 2 PLANNING	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID HDQTRS. CORP.	AMENDMENT #1 – IMPLEMENTATION PLANNING SERVICES (PHASE 1A) EXTENSION	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID HDQTRS. CORP.	AMENDMENT #1 – PROJECT NORTHSTAR IT STAFF AUGMENTATION EXTENSION	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID HDQTRS. CORP.	AMENDMENT #2 – FINANCE & RETAIL-TO-COST RELEASE 1: RELEASE 2 PLANNING & DESIGN	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID HDQTRS. CORP.	AMENDMENT #2 TO SOW	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID HDQTRS. CORP.	AMENDMENT #3 – FINANCE & RETAIL-TO-COST RELEASE 1: RELEASE 2 PLANNING & DESIGN	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID HDQTRS. CORP.	AMENDMENT #4 FINANCE & RETAIL-TO-COST RELEASE 1: RELEASE 2 BIG ROCK & DESIGN SESSIONS	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID HDQTRS. CORP.	AMENDMENT #5 - FINANCE & RETAIL-TO-COST RELEASE 1: RELEASE 2 DESIGN PHASE	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID HDQTRS. CORP.	AMENDMENT #7 - WD HCM PAYROLL IMPLEMENTATION POST GO LIVE HYPERCARE	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID HDQTRS. CORP.	AMENDMENT TO SOW	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID HDQTRS. CORP.	AMENDMENT FINANCE & RETAIL-TO-COST RELEASE 1 & 2: SEPTEMBER 2023	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID HDQTRS. CORP.	FORM OF STATEMENT OF WORK	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID HDQTRS. CORP.	MENDMENT FINANCE & RETAIL-TO-COST RELEASE 1 & 2: SEPTEMBER 2023	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID CORPORATION	PWC_SCOPE OF SERVICES	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID CORPORATION	PWC_SCOPE OF SERVICES	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID HDQTRS. CORP.	SCOPE OF PWC SERVICES, DELIVERABLES, AND TIMING.	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID HDQTRS. CORP.	SERVICES AGREEMENT	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID HDQTRS. CORP.	STATEMENT OF WORK	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID HDQTRS. CORP.	STATEMENT OF WORK FOR IMPLEMENTATION SERVICES	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID HDQTRS. CORP.	STATEMENT OF WORK FOR PROJECT NORTHSTAR IT STAFF AUGMENTATION	5/5/2025
PRICEWATERHOUSECOOPERS LLP	RITE AID HDQTRS. CORP	SOW FOR PWC ACTUARIAL SERVICES 2024-2025 STATEMENT OF WORK (SOW)	5/5/2025
PRISTINE INFOTECH INC	RITE AID CORPORATION	TRADE AGREEMENT	5/5/2025
PRISTINE INFOTECH INC	RITE AID HDQTRS. CORP	PRISTINE INFOTECH AMD 2 AMENDMENT	5/5/2025
PRISTINE INFOTECH INC	RITE AID HDQTRS. CORP.	AMENDMENT NO. 1 TO STATEMENT OF WORK NO. 1 DATED 07/01/2022	5/5/2025
PRISTINE INFOTECH INC	RITE AID HDQTRS. CORP.	MASTER SERVICES AGREEMENT DATED 03/15/2012	5/5/2025
PRISTINE INFOTECH INC	RITE AID HDQTRS. CORP.	MASTER SERVICES AGREEMENT DATED 06/24/2019	5/5/2025
PRISTINE INFOTECH INC	RITE AID HDQTRS. CORP.	MASTER SERVICES AGREEMENT DATED 12/12/2018	5/5/2025
PRISTINE INFOTECH INC	RITE AID HDQTRS. CORP.	PRESTO EVERYDAY PRICE RECOMMENDATION, PROMOTION EFFECTIVENESS AND MERCHANDISING ANALYTICS SERVICE STATEMENT OF WORK DATED 07/01/2019	5/5/2025
PRISTINE INFOTECH INC	RITE AID HDQTRS. CORP.	PRICE RECOMMENDATION, PROMOTION EFFECTIVENESS AND MERCHANDISING ANALYTICS SERVICE STATEMENT OF WORK DATED 07/01/2019	5/5/2025

Rejection Counterparty	Debtor Party	Description of Contract	Rejection Date
PRISTINE INFOTECH INC	RITE AID HDQTRS. CORP.	PRISTINE - DAY PRICE RECOMMENDATION, INTEGRATED PRICE & PROMOTION FORECASTING AND MERCHANDISING ANALYTICS SERVICE STATEMENT OF WORK DATED 11/30/2018	5/5/2025
PRISTINE INFOTECH INC	RITE AID HDQTRS. CORP.	PRISTINE - MASTER SERVICES AGREEMENT DATED 04/23/2018	5/5/2025
PRISTINE INFOTECH INC	RITE AID HDQTRS. CORP.	PRISTINE - MASTER SERVICES AGREEMENT DATED 06/24/2019	5/5/2025
PRISTINE INFOTECH INC	RITE AID HDQTRS. CORP.	RITE AID STATEMENT OF WORK 1 DATED 12/12/2018	5/5/2025
PRISTINE INFOTECH INC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK NO. 1 DATED 03/23/2012	5/5/2025
PRISTINE INFOTECH INC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK NO. 1 TO MASTER SERVICES AGREEMENT DATED 12/12/2018	5/5/2025
PRISTINE INFOTECH INC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK NO. 2	5/5/2025
PRISTINE INFOTECH INC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK NO. 2 DATED 08/28/2013	5/5/2025
PROTIVITI	RITE AID HDQTRS. CORP.	STATEMENT OF WORK (SOW)	5/5/2025
PROTIVITI INC	RITE AID HDQTRS. CORP.	AMENDMENT NO. 1 TO MASTER SERVICES AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT DATED 06/01/2022	5/5/2025
PROTIVITI INC	RITE AID HDQTRS. CORP.	BUSINESS ASSOCIATE AGREEMENT DATED 08/21/2020	5/5/2025
PROTIVITI INC	RITE AID HDQTRS. CORP.	MASTER SERVICES AGREEMENT DATED 08/05/2020	5/5/2025
PROTIVITI INC	RITE AID HDQTRS. CORP.	PROTIVITI_SOW	5/5/2025
PROTIVITI INC	RITE AID HDQTRS. CORP.	PROTIVITI_SOW DATED 07/03/2023	5/5/2025
PROTIVITI INC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK	5/5/2025
PROTIVITI INC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 07/28/2021	5/5/2025
PROTIVITI INC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 09/09/2022	5/5/2025
PROTIVITI INC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 12/22/2022	5/5/2025
PROTIVITI INC.	RITE AID HDQTRS. CORP.	CONTRACT RENEWAL	5/5/2025
PROTIVITI INC.	RITE AID HDQTRS. CORP.	PROTIVITI SOW - RITE AID INTERNAL AUDIT_RITE AID 09.16.24 CONTRACT RENEWAL	5/5/2025
PROTIVITI, INC	RITE AID HDQTRS. CORP.	PROTIVITI SOW - FY 2025 RITE AID INTERNAL CONTROLS STATEMENT OF WORK (SOW)	5/5/2025
PWC US CONSULTING LLP ("PWC")	RITE AID HDQTRS. CORP.	CONTRACT AMENDMENT	5/5/2025
REALTIMEBOARD INC., DBA MIRO	RITE AID HDQTRS. CORP.	CONTRACT RENEWAL	5/5/2025
REALTIMEBOARD, INC	RITE AID HDQTRS. CORP.	ORDER FORM DATED 09/14/2023	5/5/2025
ROOFING SOLUTIONS, INC (RSI)	RITE AID CORPORATION	BIDS FOR ROOF REPLACEMENT DATED 08/11/2020	5/5/2025
RSM	ELIXIR RX SOLUTIONS, LLC	CONTRACT EXTENSION	5/5/2025
RSM	RITE AID HDQTRS. CORP.	CONTRACT EXTENSION	5/5/2025
RSM US LLP	RITE AID HDQTRS. CORP.	STATEMENT OF WORK (SOW)	5/5/2025
RSM US LLP	RITE AID HDQTRS. CORP.	STATEMENT OF WORK (SOW)	5/5/2025
RSM US LLP	MACY, LLC ELIXIR RX SOLUTIONS, LLC RITE AID H	STATEMENT OF WORK (SOW)	5/5/2025
RSM US LLP	RITE AID HDQTRS. CORP.	AMENDMENT TO MASTER SERVICES AGREEMENT DATED 08/09/2022	5/5/2025
RSM US LLP	RITE AID HDQTRS. CORP.	BUSINESS ASSOCIATE AGREEMENT	5/5/2025
RSM US LLP	RITE AID HDQTRS. CORP.	MASTER SERVICES AGREEMENT DATED 08/09/2022	5/5/2025
RSM US LLP	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 01/31/2023	5/5/2025
RSM US LLP	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 01/31/2023	5/5/2025
RSM US LLP	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 03/09/2023	5/5/2025
RSM US LLP	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 10/20/2019	5/5/2025
RSM US LLP	RITE AID HDQTRS. CORP.	STATEMENT OF WORK DATED 10/28/2022	5/5/2025
SCHAWK USA INC., D/B/A SGK	RITE AID HDQTRS. CORP.	ALL CONTRACTS BY AND BETWEEN RITE AID HDQTRS. CORP, OR ANY OF ITS AFFILIATES/SUBSIDIARIES, AND SCHAWK USA INC., D/B/A SGK ARE REJECTED.	5/5/2025
SIGNART	RITE AID HDQTRS. CORP.	MASTER SERVICE AGREEMENT	5/5/2025
SKYWORD INC	RITE AID HDQTRS. CORP.	MASTER SERVICES AGREEMENT	5/5/2025
SKYWORD INC.	RITE AID HDQTRS. CORP.	CONTRACT RENEWAL	5/5/2025
SOCIAL MEDIA.ORG	RITE AID HDQTRS. CORP.	ALL CONTRACTS BY AND BETWEEN RITE AID HDQTRS. CORP, OR ANY OF ITS AFFILIATES/SUBSIDIARIES, AND SOCIAL MEDIA.ORG ARE REJECTED.	5/5/2025
SPENDHQ	RITE AID HDQTRS. CORP.	NEW CONTRACT	5/5/2025
SPRINKLR	RITE AID HDQTRS. CORP.	CONTRACT RENEWAL	5/5/2025
SPRINKLR	RITE AID HDQTRS. CORP.	FTC CONSENT FORM CONTRACT AMENDMENT	5/5/2025
SPRINKLR INC	RITE AID HDQTRS. CORP.	AMENDMENT TO LICENSE ORDER FORM DATED 01/31/2023	5/5/2025
SPRINKLR INC	RITE AID HDQTRS. CORP.	AMENDMENT TO MASTER SERVICES AGREEMENT	5/5/2025
SPRINKLR INC	RITE AID HDQTRS. CORP.	AMENDMENT TO MASTER SERVICES AGREEMENT DATED 03/18/2020	5/5/2025
SPRINKLR INC	RITE AID HDQTRS. CORP.	AMENDMENT TO MASTER SERVICES AGREEMENT DATED 03/18/2022	5/5/2025
SPRINKLR INC	RITE AID HDQTRS. CORP.	LICENSE ORDER FORM DATED 03/07/2019	5/5/2025
SPRINKLR INC	RITE AID HDQTRS. CORP.	LICENSE ORDER FORM DATED 03/18/2018	5/5/2025
SPRINKLR INC	RITE AID HDQTRS. CORP.	MASTER SERVICES AGREEMENT DATED 03/18/2015	5/5/2025
SPRINKLR INC	RITE AID HDQTRS. CORP.	MASTER SERVICES AGREEMENT DATED 03/18/2017	5/5/2025

Rejection Counterparty	Debtor Party	Description of Contract	Rejection Date
TURBO AIR INC.	RITE AID HDQTRS. CORP.	MASTER PURCHASE AGREEMENT	5/5/2025
TWO MEN AND A STRIPER	RITE AID HDQTRS. CORP.	MASTER SERVICE AGREEMENT	5/5/2025
TWO POINT CONVERSIONS INC	RITE AID HDQTRS. CORP.	AMENDMENT NO. 1 DATED 09/16/2013	5/5/2025
TWO POINT CONVERSIONS INC	RITE AID CORPORATION	BUSINESS ASSOCIATE AGREEMENT DATED 04/09/2003	5/5/2025
UNTIE NOTS SAS	RITE AID HDQTRS. CORP.	AGREEMENT ON SOFTWARE EVALUATION PILOT DATED 12/20/2019	5/5/2025
UNTIE NOTS SAS	RITE AID HDQTRS. CORP.	APPLICATION CONTRACT #1 DATED 03/01/2022	5/5/2025
UNTIE NOTS SAS	RITE AID HDQTRS. CORP.	APPLICATION CONTRACT #2 DATED 05/01/2023	5/5/2025
UNTIE NOTS SAS	RITE AID HDQTRS. CORP.	FRAMEWORK CONTRACT FOR PROVISION OF SERVICES	5/5/2025
UNTIE NOTS SAS	RITE AID HDQTRS. CORP.	FRAMEWORK CONTRACT FOR PROVISION OF SERVICES DATED 01/01/2022	5/5/2025
UWLAW	RITE AID HDQTRS. CORP.	MASTER SERVICE AGREEMENT DATED 09/24/2021	5/5/2025
VERIFIABLE INC	RITE AID HDQTRS. CORP.	NEW CONTRACT	5/5/2025
VERSA LOGISTICS CORP	RITE AID HDQTRS. CORP.	MASTER SERVICE AGREEMENT	5/5/2025
WORLD TRAVEL INC	RITE AID HDQTRS. CORP.	WORLD TRAVEL STATEMENT OF WORK (SOW)	5/5/2025
WORLD TRAVEL, INC	RITE AID HDQTRS. CORP.	ADDENDUM TO TRAVEL SERVICES AGREEMENT	5/5/2025
WORLD TRAVEL, INC	RITE AID HDQTRS. CORP.	ADDENDUM TO TRAVEL SERVICES AGREEMENT DATED 01/01/2014	5/5/2025
WORLD TRAVEL, INC	RITE AID HDQTRS. CORP.	ADDENDUM TO TRAVEL SERVICES AGREEMENT DATED 04/23/2020	5/5/2025
WORLD TRAVEL, INC	RITE AID HDQTRS. CORP.	AGREEMENT DATED 02/01/2010	5/5/2025
WORLD TRAVEL, INC	RITE AID HDQTRS. CORP.	AGREEMENT DATED 02/01/2010	5/5/2025
WORLD TRAVEL, INC	RITE AID HDQTRS. CORP.	AMENDMENT TO TRAVEL SERVICES AGREEMENT	5/5/2025
WORLD TRAVEL, INC	RITE AID HDQTRS. CORP.	AMENDMENT TO TRAVEL SERVICES AGREEMENT DATED 01/01/2014	5/5/2025
WORLD TRAVEL, INC	RITE AID HDQTRS. CORP.	AMENDMENT TO TRAVEL SERVICES AGREEMENT DATED 08/08/2017	5/5/2025
WORLD TRAVEL, INC	RITE AID HDQTRS. CORP.	MASTER SERVICES AGREEMENT	5/5/2025
WORLD TRAVEL, INC	RITE AID HDQTRS. CORP.	MASTER SERVICES AGREEMENT DATED 08/27/2020	5/5/2025
WORLD TRAVEL, INC	RITE AID HDQTRS. CORP.	SERVICE AGREEMENT DATED 04/01/2010	5/5/2025
WORLD TRAVEL, INC	RITE AID HDQTRS. CORP.	STATEMENT OF WORK #1	5/5/2025
WORLD TRAVEL, INC	RITE AID HDQTRS. CORP.	WORLD TRAVEL, INC. SECURITY REQUIREMENTS JANUARY 2014 DATED 01/07/2014	5/5/2025
YORK INTERNATIONAL JCL-UPG	RITE AID HDQTRS. CORP.	MASTER PURCHASE AND SERVICE AGREEMENT	5/5/2025
ZERO ZONE INC	RITE AID HDQTRS. CORP.	EQUIPMENT PURCHASE AGREEMENT	5/5/2025
ZERO ZONE INC	RITE AID HDQTRS. CORP.	EQUIPMENT PURCHASE AGREEMENT DATED 01/01/2014	5/5/2025
ZERO ZONE INC	RITE AID HDQTRS. CORP.	EQUIPMENT PURCHASE AGREEMENT DATED 01/01/2014	5/5/2025
ZERO ZONE INC	RITE AID HDQTRS. CORP.	EQUIPMENT PURCHASE AGREEMENT DATED 01/01/2014	5/5/2025
ZERO ZONE INC	RITE AID HDQTRS. CORP.	EQUIPMENT PURCHASE AGREEMENT DATED 01/01/2016	5/5/2025
ZERO ZONE INC	RITE AID HDQTRS. CORP.	FIRST AMENDMENT TO MASTER PURCHASE AGREEMENT	5/5/2025
ZERO ZONE INC	RITE AID HDQTRS. CORP.	RITE AID HDQTRS. CORP. - ZERO ZONE EQUIPMENT PURCHASE AGREEMENT	5/5/2025

Lease Rejection Exhibit

#	Store #	Address	City	State	Zip
1	3753	129 SOUTH AVENUE	POUGHKEEPSIE	NY	12601
2	5200	14880 N.E. 24TH ST.	REDMOND	WA	98052
3	5300	2010 YAKIMA VALLEY HIGHWAY, SUITE C1	SUNNYSIDE	WA	08735-0000
4	7516	125 WEST CRAIG ST	CRAIGSVILLE	VA	90278-2810
5	5733	211 EAST 17TH STREET	COSTA MESA	CA	92627
6	721	304 MARKET STREET	HARRISBURG	PA	17101
7	10284	354 WINCHESTER STREET	KEENE	NH	03431
8	4873	55-60 MYRTLE AVENUE	RIDGEWOOD	NY	11385
9	11169	23 NORTH ELM STREET	KUTZTOWN	PA	19530
10	10424	75 SOUTH MAIN STREET	NEPTUNE	NJ	07753
11	4288	3773 PETERS MOUNTAIN RD.	HALIFAX	PA	17032